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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON  
SPOKANE

STATE FARM MUTUAL AUTOMOBILE	)	
INSURANCE COMPANY, as subrogee of	)	
Dylan Fewkes,	)	Case No.:
	)	
Plaintiff,	)	COMPLAINT
	)	
vs.	)	
	)	
UNITED STATES FOREST SERVICE,	)	
	)	
Defendant.	)	

Plaintiff alleges:

1.

JURISDICTION

(1.1) This action is brought pursuant to Federal Tort Claims Act, 28 U.S.C. §2671, and 28 U.S.C. §1346(b).

(1.2) Venue is properly within this District under 28 U.S.C. § 1402(b) as the acts complained of occurred in the Eastern District of Washington.

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2.

PARTIES

(2.1) Plaintiff, at all times material hereto, was an Illinois corporation duly authorized to transact insurance business in the State of Washington.

(2.2) Defendant, United States Forest Service, at all times material hereto, is a department of the United States of America, and is subject to the jurisdiction of this court.

3.

FACTS

(3.1) At all material times, Koala Drive was, and is now, a dedicated public roadway in the City of Omak, County of Okanogan, State of Washington.

(3.2) At all material times, Dylan Fewkes (“Fewkes”) was the owner and operator of a 2003 Chevrolet Silverado K2500 HD, and defendant United States Forest Service was the owner of a Ford F150 operated by Bryan Campbell.

(3.3) On or about August 20<sup>th</sup>, 2019, Fewkes and defendant were operating their vehicles at or near Koala Drive in Omak, Washington. At said time, defendant did so negligently operate her vehicle so as to cause a collision with Fewkes’ vehicle, causing damage to Fewkes’ vehicle.

4.

DAMAGES

(4.1) As a direct and proximate result of the negligence of said defendant, Fewkes vehicle sustained damage in the amount of \$9,692.79.

(4.2) Prior to the accident set forth above, plaintiff had issued to Fewkes, as its insured, a policy of automobile insurance. Pursuant to the terms of the aforementioned insurance policy, plaintiff was obligated to pay, and did pay, property damage, rental and towing benefits in the total amount of \$9,692.79. The amounts paid by plaintiff were reasonable.

1 (4.3) Plaintiff is hereby subrogated to all rights of its insured against defendant to the  
2 extent of its payments.

3 WHEREFORE, plaintiff prays for judgment against defendant as follows:

- 4 (a) For property damages, rental and towing expenses in the amount of \$9,692.79;  
5 (b) For statutory attorney fees pursuant to RCW 4.84.250;  
6 (c) For statutory interest on the judgment pursuant to RCW 4.56.110; and  
7 (d) For plaintiff's costs and disbursements and such other and further relief as the  
8 court deems just and proper.

9 DATED this Friday, July 30, 2021.

10 MacMILLAN, SCHOLZ, & MARKS, P.C.

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12 By: /s/ John R. MacMillan  
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